

Mailing  
23850 Hollywood Road  
Leonardtown, MD 20650

**271 Greenwood Storage**  
www.271-storage.com  
386-405-9639

271 Greenwood Road  
Altoona, PA 16602  
271GreenwoodStorage@gmail.com

**Date:** \_\_\_\_\_

This is a rental agreement made by and between 271 Greenwood Storage (operator) and \_\_\_\_\_ (occupant) who hereby agree, to the following terms and conditions:

**1. Description of Premises.** Operator hereby rents to occupant the following real property (premises) at the above location. Unit Number \_\_\_\_\_

**2. Terms.** This rental agreement is for one month, beginning on \_\_\_\_/\_\_\_\_/\_\_\_\_ (mm/dd/yyyy). Extensions beyond the aforesaid term shall be month to month. Either party may terminate this rental agreement or any extension thereof on any rental payment date by giving the other party 5 day notice. If occupant vacates the premises prior to the extension of this rental agreement, or any extension thereof, operator shall retain that portion paid in advance as liquidated damages. RENT IS NOT REFUNDABLE.

**3. Rent.** The rent shall be \_\_\_\_\_ (dollars) per month. Rent shall be payable as follows:

a. First month prorated amount of \_\_\_\_\_ (dollars), being the proportionate amount necessary to bring the rent payments current through the last day of the first calendar month of this rental agreement.

b. Subsequent months shall be paid monthly, or other agreed upon terms, in advance of the first day of each month.

**RENTAL PAYMENT OF \_\_\_\_\_ (dollars) IS THE MONTH TO MONTH PAYMENT.**

**4. Late payments and Dishonored Checks.** In the event of non-payment of rent within 5 days of the due date, an overlock fee of \$35 shall be charged on the 6<sup>th</sup> day after payment is due. In addition, there will be a notification fee of \$10.00 applied on the 21<sup>st</sup> day of the month if payment has not been received. If the occupant still has not paid rent on the forty-fifth (45<sup>th</sup>) day from the due date, a lien fee of \$40 shall be charged. A dishonored check fee of \$35 shall be paid for any dishonored checks.

**5.** Occupant is required to give a **30 days vacate notice** and must notify the manager when the move out is complete. The rented space is to be left clean of all belongings and debris, undamaged and **locked with the combination lock provided by the facility at move in**. Failure to leave rented space clean may result in a cleaning fee. Occupant is responsible for any damages incurred to the unit during the term of lease.

**6. Use.** The premises are rented to the occupant for the purpose of storage of personal property wholly owned by the occupant and for no other purposes. The storage of explosive or other inherently dangerous materials is prohibited. Occupant shall not use the premises for any unlawful purpose or any purpose which is, in the sole opinion of the operator, inappropriate, hazardous or offensive. Occupant shall take good care of the premises. Occupant shall not make any alterations nor sublet the premises without the prior approval of the operator. Occupant shall secure the rented space with his or her own lock and shall be solely responsible for the contents therein. The occupant may not directly or indirectly use the space for residential purposes.

**7. Non-Liability of Operator for loss or damages.** This rental agreement is made on the express condition that OCCUPANT USE OF THE PREMISES SHALL BE SOLELY OCCUPANTS RISK. Occupant acknowledges that operator is not required to furnish any security for the space rented nor does operator make any claims or representations concerning the security of the compound or space rented. Operators shall not be responsible for the theft or disappearance of occupants property or for damage thereto caused by fire, flood, explosion, mold, roof leaks and other water or moisture infiltration, riot or civil disturbance, collapse of building, other tenants, loss or failure of electric, or from any cause whatsoever. Should any of the operator's employees perform any service for the occupant at the occupants request, such employees shall be deemed to be agents of the occupants, regardless of whether payment for said services is made or not. Occupant acknowledges that the rental agreement space is under his care, custody and control and that this agreement in no way creates a bailer-bailey relationship. \_\_\_\_\_ (occupant signature)

**8. Operator right to enter, inspect, and repair the premise.** In the event the operator finds it necessary, upon 5 days notice to the occupant, operator shall have the right to enter into or upon the leased premise for the purpose of examining the same for lease violations, inspections of the premises, and making repairs or alterations thereto. If necessary, the operator reserves the right to remove contents to another space.

**9. Default.** The operator has a lien on all personal property stored within each rented space for the rent or other charges and for reasonable expenses incurred in its sale and the property stored in the rented space may be sold to satisfy the lien if the occupant is in default in accordance with the provisions of commercial law section Self-Service Storage Lien Act §38-14-3. In case of default by occupant, operator, at its option, may (a) terminate this agreement, or (b) re-enter, seize and/or take possession of said property for arrears of fees or breach of covenant or by reason of abandonment without being deemed guilty in any manner of trespassing or

conversion and without prejudice to any remedies of operator. At the time of re-entry and seizure the operator shall give notice in accordance with West Virginia law to the occupant address provided in this agreement and/or the last known address provided to the operator in writing. And the operator shall thereafter comply with all notices required and specified in section §38-14-3.

**10.** In the event your account goes to auction procedures twice, you will be forced to vacate pursuant to the terms in paragraph (2) of this lease. Occupant shall be responsible for, in addition to unpaid rent, all reasonable costs, legal fees, and charges incurred by the operator.

**11. Cost incurred on default.** In the event the occupant is in default and the operator attempts to recover said rent due or enforce a covenant herein contained, the occupant shall be responsible in addition to unpaid rent, all reasonable costs incurred by the operator.

**12.** This written rental agreement contains the final entire agreement of the parties hereto and neither they nor their agents shall be bound by any terms, conditions, statements, warranties, representations, or advertisements, oral or written, not herein contained.

**13. Notices: Statement of current address.** The occupant affirms listed below are his/her current resident and/or business address and agrees promptly to advise the operator, in writing or email, of any change in said address and/or where he/she can be reached. Any notices required to be given under rental agreement or pursuant to law shall be deemed to be given if sent by certified or registered mail, first class postage prepaid, return receipt requested, **or by email**, to the most current address supplied by the occupant to the operator. \_\_\_\_\_ (occupant initials and signature)

IT IS EXPRESSLY UNDERSTOOD THAT OPERATOR CARRIES NO INSURANCE COVERING OCCUPANTS GOODS AND ASSUMES NO LIABILITY. \_\_\_\_\_ (occupant signature)

OCCUPANT IS REQUIRED TO GIVE 30 DAYS NOTICE TO OPERATOR PRIOR TO VACATING. GOODS WILL BE SOLD WHEN ACCOUNT IS 60 DAYS DELINQUENT. MOVEOUT MUST TAKE PLACE BEFORE THE 1<sup>st</sup> OF THE MONTH.

In witness whereof, the parties hereto have executed this rental agreement.

**OCCUPANT (all fields required):**

Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Preferred Phone: \_\_\_\_\_ ☐ Home ☐ Cell

**Preferred Payment Method (check one).** Payments must be received on or before the 1<sup>st</sup> of each month. Notify the operator at 271GreenwoodStorage@gmail.com after payment is made. CREDIT CARD IS THE PREFERRED METHOD AND A SQUARE SUBSCRIPTION LINK WILL BE SENT TO YOUR EMAIL ON FILE.

☐ **Zelle:** Phone number 386-405-9639

☐ **CashApp:** \$nicholaswirz

☐ **Credit Card:** A 3.5% fee applies for all credit card transactions. All information is required. Operator will automatically charge the credit card on the 1<sup>st</sup> of each month.

Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

Security Code \_\_\_\_\_

Billing Zip Code \_\_\_\_\_

The following is a summary of the LIEN placed on personal property:

(a) The operator has a lien on all personal property stored within each leased space for agreed rent, labor, late fees, and other charges and for expenses reasonably incurred in its sale or disposition pursuant to this article. The lien attaches as of the date the personal property is stored within each leased space and remains a lien until the occupant has satisfied the terms of the rental agreement.

(b) In the case of any motor vehicle or watercraft which is subject to a lien previously recorded on the certificate of title, the operator has a lien on the vehicle or watercraft as long as the motor vehicle or watercraft remains stored within the leased space.

(c) The rental agreement shall contain:

(1) A statement advising the occupant of the existence of the lien and that the personal property stored within the leased space may be sold to satisfy the lien if the occupant is in default;

(2) A statement advising the occupant that personal property stored in the leased space may be towed or removed from the self-service storage facility if the personal property is a motor vehicle, trailer, or watercraft and the occupant is in default for more than 60 days; and

(3) A statement advising the occupant that a sale of personal property stored in the leased space to satisfy the lien if the occupant is in default may be advertised:

(A) In a newspaper of general circulation in the jurisdiction where the sale is to be held or where the self-service storage facility is located;

(B) By electronic mail or text; or (C) On an online website.